

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N. Y. 10022

RECORDATION NO. 8644-2 Filed 1425

OCT 29 1979 2 20 PM

INTERSTATE COMMERCE COMMISSION

October 24, 1979

KENDOR P. JONES  
ASSISTANT EASTERN GENERAL COUNSEL

Hon. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Re: Equipment Trust Agreement, dated as of  
January 1, 1977, between Morgan Guaranty  
Trust Company of New York, as Trustee, and  
Union Pacific Railroad Company (Recordation  
No. 8644), as amended by a First Supplemental  
Agreement (Recordation 8644-A); a Second Sup-  
plemental Agreement (Recordation No. 8644-B)  
and a Third Supplemental Agreement (Recor-  
dation No. 8644-C)

Dear Mrs. Mergenovich:

Enclosed herewith are executed Counterparts  
Nos. 1 through 6 of a Fourth Supplemental Agreement,  
dated as of October 1, 1979, between Morgan Guaranty  
Trust Company of New York, as Trustee, and Union  
Pacific Railroad Company, amending and supplementing  
the above captioned Equipment Trust Agreement.

After filing and recordation, at least four  
of the Counterparts should be returned to the under-  
signed or given to the bearer of this letter.

Also enclosed is a check payable to the order  
of the Interstate Commerce Commission in payment of the  
fee associated with the filing and recordation of this  
document.

Very truly yours,

*Kendor P. Jones*

KPJ:b  
Encls.

5-2054046  
No.

Date OCT 29 1979

Fee \$ 10.00

ICC Washington, D. C.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

Kendor P. Jones  
Union Pacific Railroad Company  
345 Park Avenue  
New York, N. Y. 10023

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/29/79 at 2:20PM, and assigned re-recording number(s). 8644-D & 9289-A

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

This Fourth Supplemental Agreement has been executed in 10  
original counterparts of which this is  
counterpart 6

REGISTRATION NO. 8644 FILED 1425

OCT 29 1979 - 2 20 PM

FOURTH SUPPLEMENTAL AGREEMENT, INTERSTATE COMMERCE COMMISSION  
DATED AS OF OCTOBER 1, 1979,  
BETWEEN  
MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE  
AND UNION PACIFIC RAILROAD COMPANY

This FOURTH SUPPLEMENTAL AGREEMENT, dated as of  
October 1, 1979, between MORGAN GUARANTY TRUST COMPANY OF  
NEW YORK, a New York trust company, as Trustee (hereinafter  
called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a  
Utah corporation (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore  
entered into (i) an Equipment Trust Agreement, dated as of  
January 1, 1977, which was filed and recorded pursuant to  
Section 20c of the Interstate Commerce Act (hereinafter called  
the Act) on January 10, 1977, and assigned Recordation No. 8644,  
and pursuant to which the Trustee has issued \$60,000,000 aggre-  
gate principal amount of Union Pacific Equipment Trust No. 2  
of 1977 Equipment Trust Certificates (hereinafter called the  
Trust Certificates); (ii) a First Supplemental Agreement,  
dated as of May 1, 1977, to such Equipment Trust Agreement, which  
was filed and recorded pursuant to Section 20c of the Act on  
May 25, 1977, and assigned Recordation No. 8644-A; (iii) a Second  
Supplemental Agreement, dated as of June 1, 1978, to such

Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on June 28, 1978, and assigned Recordation No. 8644-B; and (iv) a Third Supplemental Agreement, dated as of September 1, 1979, to such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on September 14, 1979, and assigned Recordation No. 8644-C (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, in order that the aggregate final Cost of the Trust Equipment specifically described in the Agreement shall not be less than 125% of the \$60,000,000 aggregate principal amount of the Trust Certificates issued, the Company desires, pursuant to the provisions of Sections 3.1 and 3.4 of the Agreement, to cause to be constructed and transferred to the Trustee additional Equipment under the Agreement of such Cost that the aggregate final Cost of all the Trust Equipment will be at least 125% of such \$60,000,000 aggregate principal amount of Trust Certificates issued; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not

adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 4.3 of the Agreement, desire to execute and deliver this Fourth Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company shall cause to be constructed and transferred to the Trustee, subject to all of the terms of the Agreement, the following new standard-gauge railroad equipment, other than passenger cars or work equipment (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
4	3000 HP C30-7 Diesel-electric road freight locomotives, General Electric Co., builder, to be numbered UP2475 to UP2478, both inclusive	\$ 760,000	\$ 3,040,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.4 and 4.9 of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after January 1, 1977.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers

thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Trustee

By: 

Trust Officer

(SEAL)

ATTEST:



Assistant Trust Officer

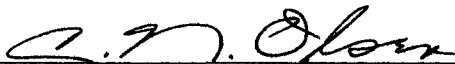
UNION PACIFIC RAILROAD COMPANY

By: 

Vice President and Treasurer

(SEAL)

ATTEST:



Secretary

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

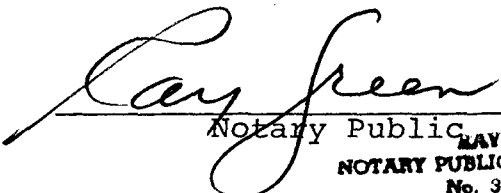
On this *19<sup>th</sup>* day of October, 1979, before me personally appeared PATRICK J. CROOKS, to me known, who being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

SUN SCALCIONE  
NOTARY PUBLIC, State of New York  
No. 31-449545  
Qualified in New York County  
Commission Expires March 30, 1981

On this *17<sup>th</sup>* day of October, 1979, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
MAY GREEN  
NOTARY PUBLIC, State of New York  
No. 31-6641765  
Qualified in New York County  
Commission Expires March 30, 1980